

AMENDED IN ASSEMBLY MARCH 29, 2012

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

ASSEMBLY BILL

No. 2522

Introduced by Assembly Member Williams

February 24, 2012

An act to amend ~~Section 1204 of the Health and Safety Code, relating to health and care facilities~~ *Section 798.15 of the Civil Code, relating to mobilehome parks.*

LEGISLATIVE COUNSEL'S DIGEST

AB 2522, as amended, Williams. ~~Health and care facilities: primary care and specialty clinics. Mobilehome parks: rental agreements.~~

The Mobilehome Residency Law governs the terms and conditions of residency in mobilehome parks. Existing law requires mobilehome rental agreements to contain certain information, including, among other things, the term of the tenancy, the rent, the rules and regulations of the park, and a copy of the Mobilehome Residency Law, as specified.

This bill would prohibit a mobilehome park rental agreement from being made contingent upon the homeowner agreeing to binding arbitration or waiving a right to trial by jury for a dispute between the homeowner and management. The bill would authorize a homeowner to voluntarily agree to provisions in a rental agreement that impose binding arbitration or waive the right to trial by jury for a dispute between the homeowner and management; provided, however, that the rental agreement clearly states that the homeowner is not required to agree to binding arbitration or to waive the right to trial by jury for a dispute between the homeowner and management.

~~Existing law, with certain exceptions, provides for the licensure and regulation of health facilities and clinics, including primary care and~~

~~specialty clinics, by the State Department of Public Health. Existing law requires primary care and specialty clinics to meet certain criteria in order to be eligible for licensure.~~

~~This bill would make technical, nonsubstantive changes to those provisions.~~

Vote: majority. Appropriation: no. Fiscal committee: no.

State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 798.15 of the Civil Code is amended to
2 read:

3 798.15. The rental agreement shall be in writing and shall
4 contain, in addition to the provisions otherwise required by law to
5 be included, all of the following:

6 (a) The term of the tenancy and the rent therefor.

7 (b) The rules and regulations of the park.

8 (c) A copy of the text of this chapter shall be attached as an
9 exhibit and shall be incorporated into the rental agreement by
10 reference. Management shall do one of the following prior to
11 February 1 of each year, if a significant change was made in this
12 chapter by legislation enacted in the prior year:

13 (1) Provide all homeowners with a copy of this chapter.

14 (2) Provide written notice to all homeowners that there has been
15 a change to this chapter and that they may obtain one copy of this
16 chapter from management at no charge. Management must provide
17 a copy within a reasonable time, not to exceed seven days upon
18 request.

19 (d) A provision specifying that (1) it is the responsibility of the
20 management to provide and maintain physical improvements in
21 the common facilities in good working order and condition and
22 (2) with respect to a sudden or unforeseeable breakdown or
23 deterioration of these improvements, the management shall have
24 a reasonable period of time to repair the sudden or unforeseeable
25 breakdown or deterioration and bring the improvements into good
26 working order and condition after management knows or should
27 have known of the breakdown or deterioration. For purposes of
28 this subdivision, a reasonable period of time to repair a sudden or
29 unforeseeable breakdown or deterioration shall be as soon as
30 possible in situations affecting a health or safety condition, and

1 shall not exceed 30 days in any other case except where exigent
2 circumstances justify a delay.

3 (e) A description of the physical improvements to be provided
4 the homeowner during his or her tenancy.

5 (f) A provision listing those services which will be provided at
6 the time the rental agreement is executed and will continue to be
7 offered for the term of tenancy and the fees, if any, to be charged
8 for those services.

9 (g) A provision stating that management may charge a
10 reasonable fee for services relating to the maintenance of the land
11 and premises upon which a mobilehome is situated in the event
12 the homeowner fails to maintain the land or premises in accordance
13 with the rules and regulations of the park after written notification
14 to the homeowner and the failure of the homeowner to comply
15 within 14 days. The written notice shall state the specific condition
16 to be corrected and an estimate of the charges to be imposed by
17 management if the services are performed by management or its
18 agent.

19 (h) All other provisions governing the tenancy.

20 (i) *A rental agreement may not be made contingent upon the*
21 *homeowner agreeing to binding arbitration or waiving a right to*
22 *trial by jury for a dispute between the homeowner and*
23 *management. A homeowner may voluntarily agree to provisions*
24 *in a rental agreement that impose binding arbitration or waive*
25 *the right to trial by jury for a dispute between the homeowner and*
26 *management; provided, however, that the rental agreement clearly*
27 *states that the homeowner is not required to agree to binding*
28 *arbitration or to waive the right to trial by jury for a dispute*
29 *between the homeowner and management.*

30 ~~SECTION 1. Section 1204 of the Health and Safety Code is~~
31 ~~amended to read:~~

32 ~~1204. Clinics eligible for licensure pursuant to this chapter are~~
33 ~~primary care clinics and specialty clinics.~~

34 ~~(a) (1) Only the following defined classes of primary care~~
35 ~~clinics shall be eligible for licensure:~~

36 ~~(A) A "community clinic" means a clinic operated by a~~
37 ~~tax-exempt nonprofit corporation that is supported and maintained~~
38 ~~in whole or in part by donations, bequests, gifts, grants, government~~
39 ~~funds or contributions, that may be in the form of money, goods,~~
40 ~~or services. In a community clinic, a charge to the patient shall be~~

1 ~~based on the patient's ability to pay, utilizing a sliding fee scale.~~
2 ~~A corporation other than a nonprofit corporation, exempt from~~
3 ~~federal income taxation under paragraph (3) of subsection (c) of~~
4 ~~Section 501 of the Internal Revenue Code of 1954 as amended, or~~
5 ~~a statutory successor thereof, shall not operate a community clinic;~~
6 ~~provided, that the licensee of any community clinic so licensed on~~
7 ~~the effective date of this section shall not be required to obtain~~
8 ~~tax-exempt status under either federal or state law in order to be~~
9 ~~eligible for, or as a condition of, renewal of its license. A natural~~
10 ~~person shall not operate a community clinic.~~

11 ~~(B) A "free clinic" means a clinic operated by a tax-exempt,~~
12 ~~nonprofit corporation supported in whole or in part by voluntary~~
13 ~~donations, bequests, gifts, grants, government funds or~~
14 ~~contributions, that may be in the form of money, goods, or services.~~
15 ~~In a free clinic there shall be no charges directly to the patient for~~
16 ~~services rendered or for drugs, medicines, appliances, or~~
17 ~~apparatuses furnished. A corporation other than a nonprofit~~
18 ~~corporation exempt from federal income taxation under paragraph~~
19 ~~(3) of subsection (c) of Section 501 of the Internal Revenue Code~~
20 ~~of 1954 as amended, or a statutory successor thereof, shall not~~
21 ~~operate a free clinic; provided, that the licensee of any free clinic~~
22 ~~so licensed on the effective date of this section shall not be required~~
23 ~~to obtain tax-exempt status under either federal or state law in~~
24 ~~order to be eligible for, or as a condition of, renewal of its license.~~
25 ~~A natural person shall not operate a free clinic.~~

26 ~~(2) Nothing in this subdivision shall prohibit a community~~
27 ~~clinic or a free clinic from providing services to patients whose~~
28 ~~services are reimbursed by third-party payers, or from entering~~
29 ~~into managed care contracts for services provided to private or~~
30 ~~public health plan subscribers, as long as the clinic meets the~~
31 ~~requirements identified in subparagraphs (A) and (B). For purposes~~
32 ~~of this subdivision, a payment made to a community clinic by a~~
33 ~~third-party payer, including, but not limited to, a health care service~~
34 ~~plan, shall not constitute a charge to the patient. This paragraph is~~
35 ~~a clarification of existing law.~~

36 ~~(b) The following types of specialty clinics shall be eligible for~~
37 ~~licensure as specialty clinics pursuant to this chapter:~~

38 ~~(1) A "surgical clinic" means a clinic that is not part of a~~
39 ~~hospital and that provides ambulatory surgical care for patients~~
40 ~~who remain less than 24 hours at the facility. A surgical clinic does~~

1 ~~not include any place or establishment owned or leased and~~
2 ~~operated as a clinic or office by one or more physicians or dentists~~
3 ~~in individual or group practice, regardless of the name used~~
4 ~~publicly to identify the place or establishment, provided, however,~~
5 ~~that physicians or dentists may, at their option, apply for licensure.~~

6 (2) ~~A “chronic dialysis clinic” means a clinic that provides less~~
7 ~~than 24-hour care for the treatment of patients with end-stage renal~~
8 ~~disease, including renal dialysis services.~~

9 (3) ~~A “rehabilitation clinic” means a clinic that, in addition to~~
10 ~~providing medical services directly, also provides physical~~
11 ~~rehabilitation services for patients who remain less than 24 hours.~~
12 ~~Rehabilitation clinics shall provide at least two of the following~~
13 ~~rehabilitation services: physical therapy, occupational therapy,~~
14 ~~social, speech pathology, and audiology services. A rehabilitation~~
15 ~~clinic does not include the offices of a private physician in~~
16 ~~individual or group practice.~~

17 (4) ~~An “alternative birth center” means a clinic that is not part~~
18 ~~of a hospital and that provides comprehensive perinatal services~~
19 ~~and delivery care to pregnant women who remain less than 24~~
20 ~~hours at the facility.~~